



**EDGEWOOD  
MANAGEMENT  
CORPORATION**

EX PARTE OR LATE FILED

July 8, 1996

RECEIVED

JUL 10 1996

Mr. William F. Caton  
Acting Secretary  
Federal Communications Commission  
1919 M Street, N.W., Room 222  
Washington, D.C. 20554

RE: Restrictions on Over-the-Air Reception Devices, CS Docket No. 96-83  
Preemption of Local Zoning Regulation of Satellite Earth Stations, IB Docket  
No. 95-59

Dear Mr. Caton:

I am writing to express my concern about the above captioned rule changes. It appears that these revised changes in policy would allow residents in apartment communities or tenants of commercial office space and shopping centers to install satellite dishes on balconies, windows, roofs, or anywhere on the exterior of the building without the prior approval of the property owner.

We are a management agent specializing in residential property management and commercial space. Our portfolio consists of 121 properties and a total of 22,313 units, including commercial space. Enclosed are two of the leases and rules and regulations containing external fixtures clauses which are used on the properties in our portfolio.

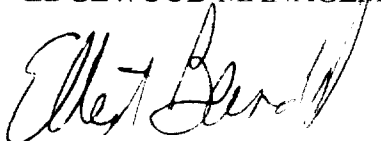
We are seeking interpretation of our lease clauses that will not allow the attachment of fixtures; i.e., satellite dishes, antennae, flags, awnings, light fixtures, etc. These fixtures could possibly devalue the property or create unnecessary disputes between residents because they block their view or otherwise interfere with their quiet enjoyment of the premises.

In addition, I am not certain how the proposed rules would apply and am requesting guidance in determining which provisions of these leases might be considered nongovernmental restrictions or impairments under the proposed rules.

Mr. William Caton  
Page Two

Again, there is a clear need for clarification and I would appreciate guidance on this issue. Specifically, we are requesting that the FCC review our lease forms enclosed and let me know which terms would violate either of the proposed rules. Thank you for your assistance.

Sincerely,  
EDGEWOOD MANAGEMENT CORPORATION

A handwritten signature in black ink, appearing to read "Elliot Bernold", written over the printed name.

Elliot Bernold  
President

Enclosures

cc: Misc. IREM File  
Chrono

LLR/lmn/eb

## LEASE AGREEMENT

### 1. Parties and Dwelling Unit:

The parties to this Agreement are \_\_\_\_\_, referred to as the Landlord and \_\_\_\_\_, referred to as the Resident. The Landlord leases to the Resident Unit Number \_\_\_\_\_, located at \_\_\_\_\_ in the community known as \_\_\_\_\_.

### 2. Length of Time (Term):

The initial term of this Agreement shall begin on \_\_\_\_\_ and end on \_\_\_\_\_. After the initial term ends, the Agreement will continue on successive terms of one \_\_\_\_\_ each unless automatically terminated as permitted by Paragraph 23 of this Agreement.

### 3. Rent:

The Resident agrees to pay \$\_\_\_\_\_ for the partial month ending on \_\_\_\_\_. After that, the Resident agrees to pay a rent of \$\_\_\_\_\_ per month. This amount is due on the \_\_\_\_\_ day of the month at \_\_\_\_\_. The Resident understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available either because the mortgage on this community is subsidized by the Department of Housing and Urban Development (HUD) and/or because HUD makes monthly payments to the Landlord on behalf of the Resident. The amount, if any, that HUD makes available monthly on behalf of the Resident is called the Tenant Assistance Payment and is shown on the "Assistance Payment" line of the Certification and Recertification of Tenant Eligibility Form which is Attachment No. 1 to this Agreement.

### 4. Changes in the Resident's Share of the Rent:

The Resident agrees that the amount of rent the Resident pays and/or the amount of assistance that HUD pays on behalf of the Resident may be changed during the term of this Agreement if:

- a. HUD or the Contract Administrator (such as a Public Housing Agency) determines, in accordance with HUD procedures, that an increase in rents is needed;
- b. HUD or the Contract Administrator changes any allowance for utilities or services considered in computing the Resident's share of the rent;
- c. the income, the number of persons in the Resident's household or other factors considered in calculating the Resident's rent change and HUD procedures provide that the Resident's rent or Assistance Payment be adjusted to reflect the change;
- d. changes in the Resident's rent or Assistance Payment are required by HUD's recertification or subsidy termination procedures;
- e. HUD's procedures for computing the Resident's Assistance Payment or rent change; or
- f. the Resident fails to provide information on his/her income, family composition or other factors as required by the Landlord.

The Landlord agrees to implement changes in the Resident's rent or Resident's Assistance Payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multifamily subsidy programs. The Landlord agrees to give the Resident at least 30 days advance written notice of any increase in the Resident's rent, except as noted in Paragraphs 11, 15 or 17. The Notice will state the new amount the Resident is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Resident that the Resident may meet with the Landlord to discuss the rent change.

### 5. Charges for Late Payments and Returned Checks:

If the Resident does not pay the full amount of the rent shown in Paragraph 3 by the end of the 5th day of the month, the Landlord may collect a fee of \$\_\_\_\_\_ on the 6th day of the month. Once a check has been dishonored for payment of rent or late charges, no further checks shall be accepted by the Landlord and money orders will be required. The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent as explained in Paragraph 23. The Landlord may collect a fee of \$\_\_\_\_\_ any time a check is not honored for payment (bounces). The charges discussed in this Paragraph are in addition to the regular monthly rent payable by the Resident.

### 6. Condition of Dwelling Unit:

By signing this Agreement, the Resident acknowledges that the unit is safe, clean and in good condition. The Resident agrees that all appliances and equipment in the unit are in good working order, except as described in the Unit Inspection Report which is Attachment No. 2 to this Agreement. The Resident also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

7. Charges for Utilities and Services:

The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Resident agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Resident.

- a. The Resident must pay for the utilities in Column (1). Payments should be made directly to the appropriate utility company. The items in Column (2) are included in the Resident's rent.

(1) Put "x" by Any Utility Resident Pays Directly	Type of Utility	(2) Put "x" by Any Utility Included in Resident's Rent
_____	Heat	_____
_____	Lights, Electric	_____
_____	Cooking	_____
_____	Water	_____
_____	Other (specify)	_____
_____	_____	_____

- b. The Resident agrees to pay the Landlord the amount shown in Column (3) on the date the rent is due. The Landlord certifies that HUD has authorized the Landlord to collect the type of charges shown in Column (3) and that the amounts shown in Column (3) do not exceed the amounts authorized by HUD.

(3) Show \$ Amount Resident Pays to Landlord in Addition to Rent
Parking \$ _____
Other (specify) \$ _____
_____ \$ _____

8. Security Deposits:

The Resident has deposited \$\_\_\_\_\_ with the Landlord. The Landlord will hold this deposit for the period the Resident occupies the unit. After the Resident moves from the unit, the Landlord will determine whether the Resident is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures:

- The Resident will be eligible for a refund of the Security Deposit only if the Resident provided the Landlord with the 30-day written notice of intent to move required by Paragraph 23, unless the Resident was unable to give the notice for reasons beyond the Resident's control.
- After the Resident has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will permit the Resident to participate in the inspection, if the Resident so requests.
- The Landlord will refund to the Resident the amount of the Security Deposit (plus interest computed at \_\_\_\_%) less any amount needed to pay the cost of:
  - unpaid rent;
  - damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
  - charges for late payment of rent and returned checks, as described in Paragraph 5;
  - charges for unreturned keys, as described in Paragraph 9.
- The Landlord agrees to refund the amount computed in Paragraph

8.c. within \_\_\_\_\_ days after the Resident has permanently moved out of the unit, returned possession of the unit to the Landlord, and given the Resident's new address to the Landlord. The Landlord will also give the Resident a written list of charges that were subtracted from the deposit. If the Resident disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Resident and informally discuss the disputed charges.

- e. If the unit is rented by more than one person, the Residents agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Resident identified in Paragraph 1 of this Agreement.
- f. The Resident understands that the Landlord will not count the Security Deposit toward the last month's rent or toward repair charges owed by the Resident in accordance with Paragraph 11.

9. Keys and Locks:

The Resident agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Resident's request to install such locks, the Resident agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Resident agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Resident \$\_\_\_\_\_ for any key not returned.

10. Maintenance:

a. The Landlord agrees to:

- (1) regularly clean all common areas of the community;
- (2) maintain the common areas and facilities in a safe condition;
- (3) arrange for collection and removal of trash and garbage;
- (4) maintain all equipment and appliances in safe and working order;
- (5) make necessary repairs with reasonable promptness;
- (6) maintain exterior lighting in good working order;
- (7) provide extermination services, as necessary; and
- (8) maintain grounds and shrubs.

b. The Resident agrees to:

- (1) keep the unit clean;
- (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- (3) not litter the grounds or common areas of the community;
- (4) not destroy, deface, damage or remove any part of the unit, common areas, or community grounds;
- (5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities;
- (6) remove garbage and other waste from the unit in a clean and safe manner.

11. Damages:

Whenever damage is caused by carelessness, misuse, or neglect on the part of the Resident, the Resident's family or visitors, the Resident agrees to pay:

- a. the cost of all repairs and do so within thirty (30) days after receipt of the Landlord's demand for the repair charges; and
- b. rent for the period the unit is damaged whether or not the unit is habitable. The Resident understands that HUD will not make Assistance Payments for any period in which the unit is not habitable. For any such period, the Resident agrees to pay the HUD-approved market rent rather than the Resident rent shown in Paragraph 3 of this Agreement.

12. Restrictions on Alterations:

The Resident agrees not to do any of the following without first obtaining

the Landlord's written permission:

- a. change or remove any part of the appliances, fixtures or equipment in the unit;
- b. paint or install wallpaper or contact paper in the unit;
- c. attach awnings or window guards in the unit;
- d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the community grounds;
- e. attach any shelves, screen doors, or other permanent improvements in the unit;
- f. install washing machines, dryers, fans, heaters or air conditioners in the unit; or
- g. place any aerials, antennas or other electrical connections on the unit.

13. General Restrictions:

The Resident must live in the unit and the unit must be the Resident's only place of residence. The Resident shall use the premises only as a private dwelling for the Resident and the individuals listed on the Certification and Recertification of Tenant Eligibility. The Resident agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord.

- a. The Resident agrees not to:
  1. sublet or assign the unit, or any part of the unit;
  2. have pets or animals of any kind in the unit without the prior written permission of the Landlord; or
  3. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Resident agrees to keep the volume of any radio, stereo equipment, television or musical instrument at a level which will not disturb the neighbors.
- b. The Resident agrees that the Resident and members of the household must not engage in or permit:
  1. any criminal activity, including drug-related criminal activity, whether in the unit or elsewhere in or near the community; or
  2. any other unlawful activity in the unit or in the community.

14. Rules:

The Resident agrees to obey the House Rules which are Attachment No. 3 to this Agreement. The Resident agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents; and
- b. the Resident receives written notice of the proposed rule at least thirty (30) days before the rule is enforced.

15. Regularly Scheduled Recertifications:

Every year around the \_\_\_\_\_ day of \_\_\_\_\_, the Landlord will request the Resident to report the income and composition of the Resident's household and to supply any other information required by HUD for the purposes of determining the Resident's rent and assistance payment, if any. The Resident agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify information supplied by the Resident and use the verified information to recompute the amount of the Resident's rent and Assistance Payment, if any

- a. If the Resident does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may impose the following penalties. The Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multi-family subsidy programs.
  - (1) require the Resident to pay the higher, HUD-approved market rent for the unit.

- (2) implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by Paragraph 4 of this Agreement.

- b. The Resident may request to meet with the Landlord to discuss any change in rent or Assistance Payment resulting from the recertification processing. If the Resident requests such a meeting, the Landlord agrees to meet with the Resident and discuss how the Resident's rent and Assistance Payment, if any, were computed.

16. Reporting Changes Between Regularly Scheduled Recertifications:

- a. If any of the following changes occur, the Resident agrees to advise the Landlord immediately:
  - (1) Any household member moves out of the unit.
  - (2) An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
  - (3) The household's income cumulatively increases by \$40.00 or more a month.
- b. The Resident may report any decrease in income or any change in other factors considered in calculating the Resident's rent. Unless the Landlord has confirmation that the decrease in income or change in other factors will last less than one (1) month, the Landlord will verify the information and make the appropriate rent reduction. However, if the Resident's income will be partially or fully restored within two (2) months, the Landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and the Landlord may not evict the Resident for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The Resident has thirty (30) days after receiving written notice of any rent due for the above described time period to pay or the Landlord can evict for nonpayment of rent.
- c. If the Resident does not advise the Landlord of these interim changes, the Landlord may increase the Resident's rent to the HUD-approved market rent. The Landlord may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.
- d. The Resident may request to meet with the Landlord to discuss how any change in income or other factors affected the Resident's rent or Assistance Payment, if any. If the Resident requests such a meeting, the Landlord agrees to meet with the Resident and explain how the Resident's rent or Assistance Payment, if any, was computed.

17. Removal of Subsidy:

- a. The Resident understands that assistance made available on the Resident's behalf may be terminated if events in either items (1) or (2) below occur. Termination of assistance means that the Landlord may make the assistance available to another Resident and the Resident's rent will be recomputed. In addition, if the Resident's assistance is terminated because of criterion (1) below, the Resident will be required to pay the HUD-approved market rent for the unit.
  - (1) The Resident does not provide the Landlord with the information or reports required by Paragraph 15 or 16 within ten (10) calendar days after receipt of the Landlord's notice of intent to terminate the Resident's assistance Payment.
  - (2) The amount the Resident would be required to pay toward rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment No. 1.
- b. The Landlord agrees to give the Resident written notice of the proposed termination. The notice will advise the Resident that, during the ten (10) calendar days following the date of the notice, the Resident may request to meet with the Landlord to discuss the proposed termination of assistance. If the Resident requests a discussion of the proposed termination, the Landlord agrees to meet with the Resident.
- c. Termination of assistance shall not affect the Resident's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Resident submits the income or other data required by HUD procedures, the Landlord

determines the Resident is eligible for assistance, and assistance is available.

18. Resident's Obligation To Repay:

If the Resident submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by Paragraph 16 of this Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Resident agrees to reimburse the Landlord for the difference between the rent the Resident should have paid and the rent the Resident was charged. The Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow HUD's procedures for computing rent or Assistance Payments.

19. Size of Dwelling:

The Resident understands that HUD requires the Landlord to assign units according to the size of the household. If the Resident is or becomes eligible for a different size unit, and the required size unit becomes available, the Resident agrees to:

- a. move within thirty (30) days after the Landlord notifies the Resident that a unit of the required size is available within the community; or
- b. remain in the same unit and pay the HUD-approved market rent.

20. Access by Landlord:

The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of the Landlord's intent to enter the unit, except when emergency situations make such notices impossible or except under Paragraph c below.

- a. The Resident agrees to permit the Landlord, the Landlord's agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
- b. After the Resident has given a notice of intent to move, the Resident agrees to permit the Landlord to show the unit to prospective Residents during reasonable hours.
- c. If the Resident moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

21. Discrimination Prohibited:

The Landlord agrees not to discriminate based upon race, color, religion, creed, national origin, sex, age, handicap, membership in a class, such as unmarried mothers or recipients of public assistance, or because there are children in the family, or any other prohibited basis for discrimination.

22. Change in Rental Agreement:

The Landlord may, with the prior approval of HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term, provided further, that the change in the Resident's share of rent, pursuant to Paragraph 4. hereof, may be modified during the lease term as set forth in Paragraph 4. The Landlord must notify the Resident of any change and must offer the Resident a new Agreement or an amendment to the existing Agreement. The Resident must receive the notice at least sixty (60) days before the proposed effective date of the change. The Resident may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Resident may reject the changed term and conditions by giving the Landlord written notice that the Resident intends to terminate the residency. The Resident must give such notice at least thirty (30) days before the proposed change will go into effect. If the Resident does not accept the amended Agreement, the Landlord may require the Resident to move from the community, as provided in Paragraph 23.

23. Termination of Residency:

- a. To terminate this Agreement, the Resident must give the Landlord thirty (30) days written notice before moving from the unit. If the Resident does not give the full 30-day notice, the Resident shall be liable for rent up to the end of the thirty (30) days for which notice was required or to the date the unit is re-rented, whichever date comes first.
- b. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law and the



terms of this Agreement. The Landlord may terminate this Agreement only for:

- (1) the Resident's material noncompliance with the terms of this Agreement;
- (2) the Resident's material failure to carry out obligations under any State Landlord and Tenant Act;
- (3) criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or any drug-related criminal activity on or near such premises engaged in by a resident, any member of the resident's household, or any guest or other person under the resident's control; or
- (4) other good cause, which includes, but is not limited to, the Resident's refusal to accept the Landlord's proposed change to this Agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term "material noncompliance" with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that: (a) disrupt the livability of the community, (b) adversely affect the health or safety of any person or the right of any Resident to the quiet enjoyment of the leased premises and related community facilities, (c) interfere with the management of the community, or (d) have an adverse financial effect on the community; (3) failure of the Resident to timely supply all required information on the income and composition, or eligibility factors, of the Resident household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), or to knowingly provide incomplete or inaccurate information; and (4) non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

c. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Resident written notice of the proposed termination. If the Landlord is terminating this Agreement for "other good cause", the termination notice must be mailed to the Resident and hand-delivered to the dwelling unit in the manner required by HUD at least thirty (30) days before the date the Resident will be required to move from the unit. Notices of proposed termination for other reasons must be given in accordance with any time frame set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:

- (1) specify the date this Agreement will be terminated;
- (2) state the grounds for termination with enough detail for the Resident to prepare a defense;
- (3) advise the Resident that the he/she has ten (10) days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Resident requests a meeting, the Landlord agrees to discuss the proposed termination with the Resident; and
- (4) advise the Resident of the his/her right to defend the action in court.

d. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by Paragraph c.

#### 24. Military Duty:

In the event the Resident shall be on active duty in the U.S. Military when executing this Lease Agreement and shall be subsequently reassigned for a period in excess of three (3) months, the Resident may terminate this Lease Agreement by giving to the Landlord thirty (30) days prior written notice and delivery of proof of the assignment to the Landlord.

#### 25. Hazards:

The Resident shall not undertake, or permit the Resident's family or guests to undertake, any hazardous acts or do anything that will increase the community's insurance premiums. If the unit is damaged by fire, wind,

or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Resident, the Resident will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

26. Penalties for Submitting False Information:

Knowingly giving the Landlord false information regarding income or other factors considered in determining Resident's eligibility and rent is a material noncompliance with the lease subject to termination of residency. In addition, the Resident could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five (5) years.

27. Contents of this Agreement:

This Agreement and its Attachments make up the entire Agreement between the Resident and the Landlord regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and Resident will continue to be bound by them.

28. Attachments to the Agreement:

The Resident certifies that the he/she has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement.

- a. Attachment No. 1 - HUD Form 50059, Certification and Recertification of Eligibility.
- b. Attachment No. 2 - Unit Inspection Report.
- c. Attachment No. 3 - House Rules/Resident Handbook (if any).

29. Signatures:

RESIDENT

- 1. \_\_\_\_\_           /          /            
Date Signed
- 2. \_\_\_\_\_           /          /            
Date Signed
- 3. \_\_\_\_\_           /          /            
Date Signed

LANDLORD

- 1. \_\_\_\_\_           /          /            
Date Signed

**RULES AND REGULATIONS**  
**of**

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1. Rents shall be paid at the Rental Office or any other place as directed by the LANDLORD. No cash shall be accepted. Only checks or money orders will be accepted. Any checks returned for any reason will be treated as late rent and a \$\_\_\_\_\_ service charge will be charged regardless of date of payment. Late rent paying habits will be a basis for termination of tenancy.
2. Security Deposits will be collected in accordance with instruction outlined in HUD Handbook 4350.3. These monies are not to be treated or considered as rent. Security Deposits are posted as consideration for the specific performance of the Rental Agreement (Lease), and the safekeeping of the living unit against damage which is not considered normal wear and tear. At the LANDLORD'S discretion, charges which are made against the RESIDENT for services, damages, legal and/or late fees or rent that are not immediately paid by the RESIDENT, may be levied against the Security Deposit.
3. Refunds of Security Deposits will be made within thirty (30) days after termination of tenancy. Once the living unit has been vacated, and the keys returned to the LANDLORD, the LANDLORD will make a physical inspection of the living unit and make a determination of the charges for all damages which are not considered normal wear and tear. A final billing will be prepared by the LANDLORD, setting forth all charges to be levied against the Security Deposit. The balance of the Security Deposit, if any, will be mailed to the RESIDENT at the last known address. If no charges are levied against the Security Deposit, the full Security Deposit will be refunded.
4. All personal property placed in the leased premises or in any other portion of said building or any other place appurtenant thereto, shall be the sole risk of the RESIDENT or parties owning the same, and the LANDLORD shall in no event be liable for the loss, destruction, theft of or damage to such property. It is agreed that the LANDLORD shall not provide any insurance of any type on any personal property of the RESIDENT'S. Where storerooms are provided by the LANDLORD to accommodate the RESIDENT in the storage of trunks or other articles, it is with the express understanding that the storage space is furnished gratuitously by the LANDLORD, and the RESIDENT using the same for any purpose does so at the RESIDENT'S own risk. Flammable materials harbored in the storage areas will be removed by the LANDLORD without notice to the RESIDENT and the LANDLORD held harmless. Access to the storage space as may be provided will be at times only as specified by the LANDLORD and with the permission of the LANDLORD'S Community Manager or designated employee, and if any employee of the LANDLORD shall at the request of the RESIDENT or member of his household move, handle, or store any such articles in the storeroom, or remove any of the same therefrom, then and in every case, such employee shall be deemed the Agent of the RESIDENT and the LANDLORD shall not be liable for any loss, damage, or expense that may be suffered or sustained in connection therewith. Where bins are provided in storage areas, all items will be placed in the bins and items found in the storage aisles, laundry rooms, hallways, etc., will be removed and disposed of by the LANDLORD. Mechanical rooms, equipment rooms, electrical rooms, and meter rooms are not designated storage areas and items discovered in these rooms will be removed and disposed of by the LANDLORD.
5. Entry areas must be kept clean at all times and will not be used for play areas. Entry areas are considered as the stairway landings in front of the doorways to the living units.
6. The LANDLORD may provide specific areas for bicycles and motorcycles. It will be the obligation of the RESIDENT to park such vehicles in those spaces.
7. Trash receptacles, chutes and/or dumpsters will be provided in designated areas outside of the buildings. All trash is to be placed inside the receptacles, chutes and/or dumpsters without scattering about the premises. Individuals should not be given the responsibility of carrying out trash unless they are of sufficient size to handle this task without creating trash problems. The RESIDENT shall not burn any trash of any kind on the property.
8. Pets are not allowed. Should RESIDENT have any difficulty or questions concerning the definition of a pet, and/or exceptions, RESIDENT should place these questions in writing to the LANDLORD.
9. Disturbing noises or conduct will not be permitted regardless of hour, day or night. T.V.'s, radios, stereo equipment, and musical instruments which can cause disturbances must be kept to a sound level which is not audible outside of the living unit. The RESIDENT and the RESIDENT'S guests must be considerate of other RESIDENTS while entering or leaving the living

units and buildings, especially during the late and early morning hours. The RESIDENT shall not place any radio or television antenna, loudspeakers or similar devices on the roof or exterior of the premises. The RESIDENT shall not use any media such as loudspeakers, stereo equipment, radio or television broadcast or place any media in a manner to be heard or seen in the community outside the demised premises.

10. Vehicle washing or repairing will not be permitted on the premises. No inoperable vehicle will be permitted to be stored or left standing, or abandoned on the premises. All such vehicles will be towed away at the owner's expense. Vehicles should be locked while parked. The LANDLORD is not responsible for any personal property taken from any vehicle or any vehicle while parked on the premises. Vehicles must be parked in designated parking spaces. The LANDLORD reserves the right to tow away, at the owner's expense, any vehicle not parked in a designated parking space. Dead storage parking of cars, as well as the parking of boats, trailers, or commercial vehicles is not permitted and will be removed by the LANDLORD.
11. RESIDENT'S family members are RESIDENT'S sole responsibility and must be supervised. Family members must play in designated play areas. Lawns, slopes and banks are not designated play areas and will not be used as such.
12. No placard, advertising sign, work of art, or window covering (aluminum foil) other than draperies will be permitted to be placed in any window or any door.
13. Laundry rooms are for the exclusive use of the RESIDENTS. The LANDLORD is not responsible for any items stolen from these areas. RESIDENTS shall not leave laundry unattended while using the laundry equipment. Laundry equipment will not be used after \_\_\_\_\_ p.m. or before \_\_\_\_\_ a.m. The RESIDENTS are responsible for cleaning up after use.
14. The RESIDENTS are responsible for the conduct of their guests, and their guests will comply with the terms of the Lease and Rules and Regulations.
15. Clothes washers and dryers and dishwashers are not permitted. Freezers, second refrigerators and other appliances and waterbeds will not be permitted in the living unit without the prior written consent of the LANDLORD.
16. All repairs to the living unit will be made by the LANDLORD, the LANDLORD'S Agent, or the LANDLORD'S employees, at the expense of the LANDLORD, except for those repairs which are not considered normal wear and tear and are caused by the RESIDENT. The cost of repairs caused by the RESIDENT will be borne by the RESIDENT. During normal working hours, service repairs requested by the RESIDENT and preventative maintenance work will be performed in the living unit whether the RESIDENT is home or not.
17. No additional locks will be permitted to be installed on the entry door of the living unit, including chain locks. Any re-keying of the front door locks is prohibited. Any additional locks can be and will be removed by the LANDLORD at the RESIDENT'S expense.
18. Painting or changing of paint colors in the living unit is prohibited. All painting will be performed by the LANDLORD. No alteration of the living unit in any manner will be permitted. Cork tiles, mirror tiles, wall murals, contact paper and wallpaper are prohibited.
19. The RESIDENT will not shake any rug, mop, broom, or other such items out of windows, balconies, or doorways. Balconies will not be used for drying clothes or other items or for storage. The RESIDENT shall not feed birds or other animals from the balcony or windows.
20. Nails, brads, and screws will not be driven in or screwed into woodwork, walls, floors, or plastering without first obtaining written permission from the LANDLORD.
21. There shall be no lounging, sitting upon or unnecessary loitering in or upon the front steps, the sidewalks, railings, stairways, halls, or landings of the building by the RESIDENT or members of the RESIDENT'S family or the RESIDENT'S guests.
22. The RESIDENT shall not keep on the premises inflammables, such as gasoline, kerosene, naphtha and benzine, or explosives or any other articles of an intrinsically dangerous nature.
23. The LANDLORD will charge a service charge for lock-outs (unlocking apartments) requested by the RESIDENT. Charges for such services will be \$\_\_\_\_\_ from 8:00 a.m. to 5:00 p.m. No one other than the properly identified persons listed on the Lease will be admitted into the premises.
24. The RESIDENT agrees to comply with all applicable recycling laws.
25. The RESIDENT agrees to prepare unit for extermination. A charge of

\$\_\_\_\_\_ will be assessed each time the unit is not prepared properly.

26. The RESIDENT will notify the LANDLORD in writing of any guest or roomer staying over for one week or more.
27. RESIDENT may not remove batteries from any smoke detector.
28. The Resident, any member of the Resident's household, a guest and/or other person under the Resident's control shall not engage in or permit unlawful activities, including but not limited to drug-related criminal activity in the unit, in the common areas or on the community grounds, or near the community.
29. RESIDENTS are strongly urged to obtain insurance on personal property since the LANDLORD's insurance does not cover such losses.
30. The LANDLORD reserves the right to rescind or change any of the foregoing rules and to make such other rules and regulations as may be deemed necessary for the safety, care, and cleanliness of said premises, and for the securing of the comfort and convenience of all the RESIDENTS.

Any foregoing rules and regulations are made as part of the LANDLORD/RESIDENT Lease Agreement, and any violation of said rules and regulations will be considered a breach of the Lease. The RESIDENT and the LANDLORD agree to be bound by these rules and regulations.

Date: \_\_\_\_\_

WITNESS: \_\_\_\_\_

LANDLORD: \_\_\_\_\_

WITNESS: \_\_\_\_\_

RESIDENT: \_\_\_\_\_

WITNESS: \_\_\_\_\_

RESIDENT: \_\_\_\_\_

## RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between Edgewood Management Corporation (Agent for the Owner of the real estate described below), party of the first part, herein called Owner, and \_\_\_\_\_, party of the second part, herein called Resident.

### WITNESSETH

That in consideration of the rent herein reserved, and the covenants herein contained, Owner hereby leases to Resident, and Resident hereby takes from Owner, the premises in \_\_\_\_\_, known as Apartment No. \_\_\_\_\_, Street No. \_\_\_\_\_, to be occupied as a private dwelling for \_\_\_\_\_ persons, and not otherwise, for a term of \_\_\_\_\_ (\_\_\_\_\_) months, commencing for the same on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, for the total minimum rental of \_\_\_\_\_ (\$ \_\_\_\_\_), payable by check or certified funds, as may be specified by Owner, from time to time in equal monthly installments of \_\_\_\_\_ (\$ \_\_\_\_\_), in advance, without deduction or demand, on the first day of each month during said term, at the office of \_\_\_\_\_ at \_\_\_\_\_ or at such other place as may be designated by Owner, the first of such installment payments to be made upon the execution hereof covering rent in advance for the first month of said term. Resident's cancelled check shall be Resident's receipt.

All payments made by Resident to Owner shall be applied first to the payment of all costs and expenses, including attorney's fees incurred by Owner on account of any breach of this Lease by Resident, then to the payment of all added rent hereinafter provided for, and lastly to the payment of any rent first due hereunder.

IT IS FURTHER COVENANTED AND AGREED BETWEEN THE OWNER AND RESIDENT AS FOLLOWS:

1. **Representations in Applications.** Owner has tendered this Lease to the Resident on the basis of the representations contained in the application submitted by Resident to Owner for the purpose of inducing Owner to execute this Lease Agreement; and, in the event that any of the representations contained in the aforesaid application shall be found by Owner to be misleading, incorrect or untrue, Owner shall have the right to forthwith cancel this Lease and to repossess the leased premises. Resident acknowledges receipt of a copy of the application affixed to this Lease.
2. **Resident Acknowledges Good Condition of Premises.** Resident hereby acknowledges that he has inspected said leased premises and that they are in good condition and his acceptance of this Lease is conclusive evidence that said premises are in good and satisfactory order and repair, and have been delivered in the condition they are this date, unless otherwise specified herein. Owner hereby provides Resident with a form on which Resident is to list all existing damage to the premises. Resident hereby acknowledges receipt of said form and understands and agrees that if he does not return said form to Owner within five (5) days of occupancy, then he shall be deemed to have acknowledged that the premises have no existing damage at the time of occupancy. Owner shall, upon written request made within fifteen (15) days of Resident's occupancy, promptly provide Resident with a written list of all existing damages; and Resident agrees

that no representation as to the condition of the premises has been made and no promise made to decorate, alter, repair or improve the premises unless otherwise specified in writing.

3. **Possession.** Resident shall peaceably and quietly enter upon the leased premises at the commencement of the term hereof, and shall retain possession of the same only so long as Resident complies with all the terms and conditions of this Agreement. Owner shall not be liable for failure to deliver possession of the leased premises at the time stipulated herein as being the date of commencement of residency, nor shall such failure excuse Resident's obligations hereunder, except that in the event of delay, the rent herein stipulated to be paid shall be abated for the period from the date of commencement specified in this Lease to the day that possession prior to the date of commencement of said residency, Resident shall pay Owner the aforesaid monthly rental proportioned over the number of days that the premises are so occupied.
4. **Security Deposit.** At the time of the execution of this Lease Agreement, or prior thereto, Resident paid to Owner a security deposit in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), receipt of which is hereby acknowledged by Owner. Within forty-five (45) days after the end of the residency, Owner shall return the security deposit to Resident, together with simple interest thereon which shall have accrued in the amount of four percent (4%) per annum, or at such rate as required by Maryland law, less any damages rightfully withheld. Interest shall accrue thereon at six-month intervals from the day that Owner deposits the security deposit into the required interest-bearing account, which deposit shall be made within thirty (30) days after receipt. It is understood that interest shall not compound and the interest shall be payable only on security deposits of Fifty Dollars (\$50.00) or more. It is also understood and agreed that the security deposit, or any portion thereof, may be withheld in accordance with Maryland law for unpaid rent, damage due to breach of Lease, or damage to the leased premises caused by Resident, his family, agents, employees, or social guests in excess of ordinary wear and tear. In the event the residency herein created is terminated prior to the end of the term hereof, for whatever cause, the term "damages" as used herein shall include the cost of painting, cleaning and making the leased premises ready for occupancy, apportioned over the number of months in the term of this Lease. Resident understands and agrees that the security deposit is not in lieu of rent for any of the months for which Resident occupies the premises, up to and including the last month.
5. **Late Charges.** Resident acknowledges that his failure to pay the rent when due will necessarily cause additional bookkeeping, administrative and other collection expenses to be incurred by Owner. It is therefore agreed that in the event Resident shall fail to pay any installment of rent for a period of five (5) days beyond the date on which it is due and payable, or in the event Resident's check has been dishonored by Resident's bank for any reason, Resident shall pay Owner, in addition to the rent, fees and costs herein stated, as additional rent, a late fee, as may be requested by Owner not to exceed 5% of the amount of rent due for the rental period for which the payment was delinquent; such payment shall be made together with the rent then overdue and in arrears. Nothing herein contained, however, shall constitute a waiver or limitation of Owner's right to institute Landlord-Tenant proceedings for rent, damages and/or repossession of the leased premises for non-payment of

any installment of rent when and as the same becomes due and payable. The date of receipt shall determine the date of payment. Resident also covenants that, in addition to the rental installment hereinabove set forth to be paid on the demised premises, Resident shall pay to Owner the sum of Twenty-Five Dollars (\$25.00) or such additional costs incurred by Owner, for every check returned by Resident's bank to Owner for insufficient funds. At the option of Owner, should a check of Resident's be returned for insufficient funds, Resident can be required by Owner to replace that check with a certified check or money order. Additionally, at the option of the Owner, Resident can be required to make all subsequent rental payments by certified check or money order. All amounts herein agreed by Resident to be paid to Owner shall be additional rent and shall be due and payable, without demand or deduction, with the next monthly installment of rent due hereunder.

6. **Use and Occupancy Restrictions on Subletting.** Resident shall personally use and occupy the leased premises solely as a private dwelling for himself and his immediate family (who have been listed as occupants on the application unless said application provides otherwise) and that the number of occupants shall not exceed the number shown on this Lease, not to include occasional guests; and shall not sublet or rent the leased premises or any part thereof to be used by any additional occupant, and shall not transfer or assign this Lease, or take any action in connection with any of the same, without the prior written consent of Owner. For the purpose of this paragraph, "occasional guest" shall mean any person who, with Resident's consent, and continued presence, temporarily occupies the premises, without any remuneration to the Resident, for not more than fifteen (15) consecutive days.
7. **Personal Property Risk.** All personal property placed in the leased premises, parking lots or in any other portion of said building or any place appurtenant thereto, shall be at the sole risk of Resident or the parties owning the same, and Owners shall in no event be liable for the loss, destruction, theft or damage to such property from any cause, happening or act of negligence of any person other than Owner, or from the bursting, leaking or overflowing of water, sewer or steam pipes, or from heating, air-conditioning or plumbing fixtures, or electric wiring, occasioned other than by reason of Owner's negligence, in the leased premises. If the leased premises are damaged or need repairs for whatever reason, including, but not limited to, water infiltration, to the extent that it can no longer be occupied in the opinion of Owner, Resident and Owner shall be mutually released from any further obligation to each other, thus terminating the Lease, except that Owner shall adjust any rent which has been paid or should be paid for the period for which occupancy occurred or which occupancy shall no longer take place, if any.
8. **Insurance.** As a condition of this Lease Agreement, Resident covenants and agrees to obtain and, throughout the term hereof, maintain in full force and effect, a personal liability, public liability and property damage insurance policy, insuring the Owner and the Resident as their interests may appear, in sufficient amounts to protect the parties of and against any loss that may occur to persons (including the Resident) and property in and upon the leased premises and Owner's property of which the leased premises are a part. Resident agrees that if Resident fails to obtain and maintain for his protection a Resident's Homeowner's policy of insurance which shall provide for personal property damage and public liability insurance to protect Resident and Owner



from loss or damage of and to property arising out of or as a result of theft, water damage, fire, vandalism, and malicious mischief, and/or personal liability for injuries to any person in or about the leased premises, then Resident shall be personally liable for any damages and/or costs which may be incurred by Owner as a result of any action arising out of any of the aforementioned occurrences. Resident also agrees to hold Owner harmless from any loss, damage, or injury insurable under such policy of insurance. It is further agreed that Owner shall not provide for the benefit of Resident any type or form of insurance policy, nor shall Owner become an insurer for the benefit of Resident and/or Resident's invitees or guests.

Except as provided by law, the Owner shall not be liable or responsible for any loss, destruction, theft, injury or damage from any cause whatever to the Resident, any member of the Resident's family, any guest or visitor of the Resident or to any other person or to any personal property at any time within said rented apartments, or the halls, stairways, elevators or any other portion of the apartment building or walks or grounds adjacent thereto, or the garage, or parking lot or any commercial portion thereof, it being contemplated by the parties thereto that not only the rented apartment but all portions of the apartment building and adjacent property thereto and the garage or any commercial portion of the rented premises except as otherwise provided shall be included in such insurance policy.

9. **Garage, Parking, Etc.** Parking and/or garage accommodations are not included in this rental, and if provided and available, the same shall be provided solely as an accommodation to Resident; it is therefore agreed between the parties hereto that Resident's use of any parking space in said development, if available, shall be at Resident's sole risk, and any employee of Owner who shall move or handle Resident's automobile or any article or package therein, at the request of Resident or any member of Resident's family, or guests, shall be deemed to be the agent of Resident, and not the agent of Owner for such purpose.

If Resident shall use any parking area on Owner's property for the storage or parking of an automobile or any other vehicle, Resident agrees to remove such vehicle from said parking space promptly at the request of Owner and/or upon the expiration or termination of his residency. If Resident shall fail to do so, Resident agrees to pay Owner at the rate of Twenty-Five Dollars (\$25.00) per month for the use of said parking area and Resident does hereby grant to Owner a lien on said vehicle for the payment of said parking rent, which lien may be enforced by Owner in the same manner and to the same extent as such liens may be enforced by garage keepers under the applicable laws of the County and State in which the parking area is located; or Owner, at its option, may have said vehicle towed away and stored at Resident's expense.

Resident does hereby further irrevocable authorize Owner to remove any vehicle parked in violation of this Agreement or in a space not designated for parking or cause the same to be removed and stored at the risk, cost and expense of Resident in such place or places as Owner, in its sole discretion, may deem proper. In either of said events, Resident does hereby release any rights or claims he may have against Owner or Owner's agent for the storage, disposal or removal of said vehicle or for any damages he may claim as a result thereof.

10. **Recreational Areas.** Owner has provided certain recreational areas in the development of which the demised premises are a part, and has installed certain recreational equipment thereon, for the benefit of all the Residents of said development. The use of the recreational areas and/or equipment thereon by the Resident, any adult members of his family, or invitees, occupants, and/or guests of said Resident is made on the express understanding that Owner shall not in any event be liable to Resident or any member of his family or to any other person for any damages or injuries suffered or sustained as a result of the use of said recreational areas and/or equipment, and all claims for such damages are hereby released to Owner or its assigns who may plead this release in bar thereof in any and every suit, demand, and claim for the same. Owner may not be liable for the failure to operate such recreational facilities and specifically reserves the right to close or terminate Resident's use of any such facility at any time, in its sole discretion. In the event that such recreational facility is closed or terminated by Owner or others, if said facilities are not otherwise available for use by Resident, it is expressly understood and agreed that Resident shall not be entitled to any reduction or adjustment of rent hereunder. Additionally, use of recreational courts and pools is allowable with presentation by Resident of proper identification furnished by Management, whether it be I.D. picture card for Resident or purchased pass for guest. However, failure of Owner to enforce this paragraph shall not subject him to any liability whatsoever.
11. **Unlawful Use, Disturbing Noises, Etc.** Resident shall not use or permit to be used the leased premises for any unlawful purpose, or do or permit any unlawful act in or upon the leased premises. Resident shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights, comforts, or convenience of other Residents. Resident shall not play or suffer to be played any musical instrument, radio or television in the leased premises before 7:00 a.m. or after 11:00 p.m. Resident shall keep the volume of any radio, T.V., or musical instrument in his apartment sufficiently reduced at all times so as not to disturb other Residents in the building, and shall not conduct or permit to be conducted vocal or instrumental practice or instruction therein.
12. **Heat, Water, Etc.** Subject to the conditions stated herein, Owner will furnish and maintain the following services and equipment, except as otherwise provided: (a) Refrigerator, (b) Stove, (c) Dishwasher, (d) Garbage Disposal, (e) Hot and Cold Water, (f) Trash Removal from central collection point. Resident shall exercise due diligence in conserving both gas and electricity. (It is understood that Resident shall promptly pay when due any and all bills for electricity utilized in the leased premises, if not included in the rent.)

It is agreed that, in a project where heat or air-conditioning is provided by a central system to multiple dwelling units, Owner will provide heat or air-conditioning according to an established seasonal schedule as determined by Owner and applicable law.

It is agreed that, as to any maintenance, service, or equipment which Owner is required to provide, and failure or delay of Owner to provide such maintenance, service or equipment which is caused by mechanical failure or causes beyond Owner's control, shall not give rise to any claim, defense, or excuse for non-payment or partial payment of rent on the part of Resident or to any right to offset against or counterclaim therefore, so long as Owner is

attempting to repair and restore service.

Further, Resident agrees not to install any additional gas apparatus, electrical apparatus, supplemental heating device, additional air-conditioning units, dishwasher, washer and/or dryer, deep freeze apparatus, refrigerators, and/or similar items in the premises. In the event that written consent is given by Owner to Resident, Resident may be liable for additional charges and costs for said apparatus. Resident further covenants and agrees that he will give Owner prompt written notice of any defect in or on said premises or in any of the equipment, appliances, or parts thereof as soon as the same shall come to Resident's attention. Owner warrants that at all times during the residency, he will comply with all applicable provisions of any Federal, State or County statute, code, regulation, or ordinance governing the maintenance, construction, use or appearance of the dwelling unit and the property of which it is a part. Owner acknowledges the obligation to maintain all facilities supplied with the leased premises. Provided, however, that in the event any such facility shall be damaged by the negligent use or willful or wanton misuse by Resident, the costs to repair such facility shall be borne by and paid for by Resident. Resident acknowledges his duty to comply with all obligations imposed upon him by this Lease Agreement and by applicable provisions of all State and County statutes, codes, regulations, and ordinances. In particular, Resident acknowledges his duty to: (a) keep that part of the premises which he occupies and uses clean and sanitary; (b) dispose from his dwelling unit all rubbish, garbage, and other organic or flammable waste in a clean and sanitary manner; (c) keep all plumbing fixtures as clean and sanitary as their condition permits; (d) properly use and operate all electrical and plumbing fixtures; (e) prevent any person who is on the premises with his permission from willfully or wantonly destroying, defacing, damaging, impairing or removing any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto, and, likewise, to refrain personally from doing any such thing; (f) comply with all covenants and rules promulgated by Owner for the preservation of the property and persons of Owner, other Residents, or any other persons; (g) refrain from interfering with the right of other Residents to peacefully enjoy the use and occupancy of the premises.

13. **Submetering.** If the utility costs are presently included in the rental paid by Resident, and Owner elects to install submeters for electricity and/or other utilities in the apartment building in which the demised premises are a part, Owner may, upon giving Resident sixty (60) days prior written notice thereof pursuant to Article 78, §54G of the Annotated Code of Maryland (1980, 1981 Supp. as amended) and the regulations promulgated thereunder, install submetering equipment to fairly allocate the cost of each unit's consumption, in which event Resident hereby agrees to execute an addendum to this Lease Agreement to provide for the change in the monthly rental and payment of utility expenses. If the Resident is not satisfied with the reduction afforded by Owner to the Resident in the basic monthly rental to account for the costs saved by Owner and passed on to the Resident by the submetering, Resident's sole remedy shall be to give Owner thirty (30) days written notice of Resident's intention to terminate this Lease, which notice must be received in Owner's rental office not later than thirty (30) days prior to the expiration of Owner's sixty (60) days notice specifying the submetering and reduction in rent. In the event no such notice is delivered by Resident to Owner, Resident covenants and agrees that after the passage of the aforesaid sixty (60) days, Resident shall be responsible for the adjusted monthly

rental plus the costs of the utilities as submetered, as hereinafter provided. Bills for electrical consumption will be rendered based on the submetered readings, and Owner shall remain responsible for the payment of utilities for all common areas and common facilities under its custody and control. A copy of the Public Service Commissions's regulations governing submetering in the apartment building will be provided to Resident, upon request, at no charge. All rules, regulations and standards promulgated by the Public Service Commission at any time, and from time to time, pursuant to authority, shall be applicable to the submetering provision of this Lease. Any late charges, NSF charges or legal fees specified in paragraph 5 of this Lease shall apply to delinquent electricity payment.

14. **Utility Rent.** If the Owner has installed or elects to install submetering equipment for the demised premises pursuant to the provisions of this Lease, Resident covenants and agrees to pay Owner, monthly, as additional rent (hereinafter called "utility rent") the cost per kilowatt hour for electricity charged by the public utility company to the Owner. Monthly, Owner shall submit to Resident a bill stating thereon the number of kilowatt hours consumed in the demised premises, as stated on the submeter, for air-conditioning, lighting, and all other electrical consumption, plus local utility taxes and other taxes which may apply thereto, plus an additional monthly service charge of One Dollar (\$1.00) to cover administrative costs and billing which amount should become added rent and shall be paid as herein provided. All such billing shall be due and payable upon presentation. Failure to pay by no later than the first day of each month following the billing date shall result in legal action being instituted to obtain a judgment for rent and possession of demised premises. Owner shall maintain adequate records regarding submetering and shall make such records available for inspection by the Resident during reasonable business hours. Additionally, all rules, regulations, and standards promulgated by the Public Service Commission at any time, from time to time, pursuant to Article 78, S54G of the Annotated Code of Maryland, 1957, shall be applicable to this paragraph. Any late charges, NSF charges, or legal fees specified in paragraph 5 of this Lease shall apply to delinquent electricity payments.
15. **Electric Light Bulbs.** Owner shall furnish electric light bulbs in the fixtures installed by Owner at the time that Resident takes possession of the leased premises, but not thereafter. Resident shall replace all inoperative bulbs in the premises and the fixtures located therein.
16. **Children.** In order to protect the peace and comfort of all residents of these apartments and to protect the general buildings and grounds, it is agreed that the failure of Resident to maintain such control over the actions of the children occupying, or visiting the Resident and the leased premises as will prevent such children from violating the provisions of this Lease, will constitute a breach of this Lease as if such violation had been committed by Resident. It is further covenanted and agreed that air guns or pistols, B-B guns or firearms of any kind, hatchets, knives, bolas, bows and arrows, and any similar articles or weapons in the possession of such minor children on the grounds of the apartment building in which these premises are a part, or outside the actual rooms of the leased premises, are prohibited and that each such prohibited possession constitutes a breach of this Lease. Resident shall be liable and responsible for all damage to person or property caused by the acts and conduct of Resident's

children, and other children occupying or visiting the leased premises.

17. **Defacing Property.** Resident shall prevent any person on the premises with Resident's permission from willfully or wantonly destroying, defacing, damaging, impairing or removing any part of the structure or dwelling unit of the facilities, equipment or appurtenances thereto, nor shall Resident do any such act.
18. **Removal for Objectionable Conduct and Violation of Lease.** If Owner shall at any time deem the residency of Resident undesirable by reason of objectionable or improper conduct on the part of Resident, the occupants of the premises hereby leased or visitors thereto, or any of them causing annoyance to other Resident(s) in said buildings, or if Resident(s) shall violate any of the terms of this Lease (other than the payment of rent, for which no notice is required), then Owner shall have the right to terminate this Lease by giving Resident, personally, or by leaving at the leased premises, one (1) month's written notice to quit and vacate the same, and the term of this Lease shall terminate upon the expiration of the time therein mentioned; and Owner shall thereupon be entitled to the immediate possession of said leased premises and may avail itself of any remedy provided by law for the restitution of said premises.
19. **Fire Hazards and Damage.** Resident shall not store anything deemed hazardous on account of fire or that will increase the rate of insurance on said premises, such as the keeping of gasoline or other combustible materials on the premises. In case the premises shall be damaged by fire, rain, wind or other cause beyond the control of Owner, unless the same shall occur for any reason for which Resident is liable, the expense to repair premises within reasonable time shall be borne by Owner, and in case the damage be so extensive as to render the premises untenable, the rent shall abate until such time as the premise shall be put in reasonable repair. Owner, however, shall have the absolute right to repair the damaged premises, or to elect not to repair the damaged premises, thereby terminating this Agreement with no liability to Owner. Such termination notice shall be given in writing and shall take effect thirty (30) days from the date of such writing; in case of total destruction of the premises by fire or otherwise, the rent shall be paid up to the time of such destruction, and from thenceforth this Lease shall cease and come to an end. Owner shall not be obligated under any circumstances to rebuild or restore said premises.
20. **Painting and Alterations.** Resident further covenants and agrees that no painting, papering, decoration, redecoration, or remodeling of any kind whatsoever may be undertaken in the interior or exterior of said premises without the prior written consent of Owner being first had and obtained; and upon Resident's failure to do so, Resident agrees to pay Owner the reasonable cost of repair or replacement to restore the premises to the original condition at the beginning of the term.

No additional locks shall be placed on any doors of the premises unless written permission is obtained from Owner and a duplicate key is provided to Owner. Upon termination or surrender of this Lease or the demised premises, Resident shall surrender to Owner all keys to the leased premises and to the mailbox. Resident shall pay Owner the reasonable replacement cost of lost keys or for keys not surrendered as aforesaid, as well as the reasonable cost of replacing a lock.

21. **Carpeting and Furnishings.** In order to eliminate any

noise caused or occasioned by walking on the hardwood floors in the leased premises, Resident shall install adequate carpeting or rugs with padding on at least 80% of the floor area of the premises (other than the kitchen and bathroom floors) within thirty (30) days of occupancy. Resident shall install window and glass door drapes or curtains, with white backing, appropriate to the image of the complex so as not to detract from the appearance of the building. No waterbeds are allowed or permitted to be kept on the premises.

22. **Additional Assessments.** It is agreed that, where permitted by law, if the real estate assessments, levies, taxes and/or gas and/or electricity and/or sewer and water and/or fuel oil rates or charges are increased after the date hereof, or if new taxes, levies or charges are made, imposed or charged to Owner or against the property of which the aforesaid apartment is a part, or should Owner make capital improvements in the property or apartment complex of which the leased premises are a part, Resident agrees that the rent herein reserved may be increased by Owner, upon one (1) month's written notice to Resident, to compensate Owner for Resident's proportionate share of the same, and Resident covenants and agrees to pay to the Owner the increased rent thus determined for the balance of the term of this Lease and any renewals or extensions thereof.
23. **Access by Owner and Public Authorities.** Owner shall retain duplicate keys to all of the doors of the leased premises, and Owner, or its agent, shall have access to the leased premises at all reasonable times, in order to inspect the same, or to make necessary repairs, either in the leased premises or in said building. Resident hereby expressly and irrevocably authorizes Owner to provide police, other public officers, and medical personnel access into the leased premises in the event of an emergency or when requested to do so, without any liability on the part of the Owner for any loss or damage that may result therefrom to any person or property, whatsoever.

Any "Notice to Vacate", whether given by Owner or Resident, or any default by Resident of the terms of this Lease, shall be deemed to be permission granted to Owner to enter and show said leased premises at reasonable hours to prospective Resident(s) for the purpose of re-renting the same; and during the last ten (10) days of said notice period, Owner shall have free access to the leased premises in order to make repairs or decorate the same for the incoming Resident(s). Refusal to let Owner or Owner's agents enter the leased premises at reasonable times shall constitute a breach of this Lease Agreement by Resident.

24. **Abandonment.** If the Resident shall abandon or be removed for cause from the leased premises, or quit and vacate the same, voluntarily or involuntarily, the same may be relet by Owner for such rent and upon such terms as Owner in its discretion may deem reasonable and advantageous; and in the event of such reletting, or if Owner shall be unable to relet the same for any portion of the remaining term of this Lease, Resident shall be and remain liable to Owner for any deficiency in rent and expenses incident to such reletting, any damages which Owner may have sustained by virtue of Resident's use and occupancy of the leased premises and all costs for redecorating the premises, including interest on all amounts due the Owner, as herein stated, at the rate of 12% per annum plus 15% attorney's fees on the total sum aforesaid if an attorney has been employed to collect the amounts due. Should Resident abandon or quit and vacate or be removed from the leased premises, voluntarily or involuntarily,

then personal property left by Resident in the premises shall be deemed abandoned and Owner or its agent may remove and store or dispose of the same at the sole risk, and expense of Resident. Owner shall not be held liable to Resident for any loss or destruction of Resident's property left in said premises, or any damage thereto.

25. **Holding Over, Tenancy by Month.** Should Resident continue in possession of the leased premises after the end of the term herein created, it is agreed that the tenancy thus created shall be a monthly tenancy and may be terminated by either party upon giving to the other not less than one (1) month's written notice. In so continuing, Resident agrees to pay the rent which may be determined by Owner and keep and perform all the covenants, terms and agreements herein contained.
26. **Notice to Vacate.** Resident further agrees to give Owner at least one (1) month's written notice of Resident's intention to vacate prior to the expiration of the term of this Lease, otherwise said Resident shall be deemed to be holding over. All notices to vacate, whenever required or desired to be given, shall be given in writing. In the event of failure to give the required notice, Resident will be held responsible for the payment of a full month's rent due from the date of notice to vacate, or found vacant.
27. **Resident's Refusal to Vacate.** Should Resident give Owner notice of his intention to vacate the leased premises, and/or should Owner give Resident notice to vacate said premises either because of a breach by Resident of any of the terms and conditions of this Agreement or upon termination of this Lease, and Resident shall fail to vacate the same on or prior to the time so stated, Resident agrees to pay Owner, as additional rent for said premises, all damages which may accrue to Owner by reason thereof.
28. **Attorney's Fees and Suits.** In the event Owner employs an attorney to enforce compliance by Resident of any term or provisions of this Lease, Resident shall pay such attorney's fee. In the event it becomes necessary to file suit for the collection of rent due hereunder, Resident agrees to pay the costs of any such action, plus a reasonable attorney's fee, which sum shall be added to the rent reserved and be additional rent, and shall be payable with the next monthly installment of rent due hereunder.
29. **Waiving of One Breach Not a General Waiver.** No waiver of any breach of any of the covenants, provisions or conditions contained in this Lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof; and if any breach shall occur and/or if Owner shall institute Landlord and Tenant proceedings for rent and/or repossession of said premises, and afterwards the same be compromised for or settled or adjusted, and Resident be allowed to remain in possession of said premises, this Lease shall continue in full force and effect as if no breach occurred or proceedings brought or judgment entered in any court. All payments and/or reimbursements due the Owner agreed by Resident to be paid for costs, expenses, attorney's fees, damages, for the use or misuse of the parking facilities or the utilities and other equipment servicing the leased premises, shall be considered additional rent, and shall become due and payable forthwith, and Owner shall have the right to institute Landlord and Tenant proceedings for the nonpayment of the same.
30. **Subordination.** Owner may assign this Lease or any of the rights hereunder at any time. This lease is subject to



all present or future mortgages or deeds of trust affecting the demised premises; and Resident shall execute and deliver, upon request of Owner, any and all necessary documents to subordinate this Lease to any such mortgage or deed of trust.

31. **Addenda.** Any and all Addenda attached hereto and executed by all parties shall be a part of this Lease Agreement.
32. **Alterations.** In the event that Owner desires to materially alter or change the structure or use of the building or property prior to the end of the term herein before stated, Owner may secure the property and terminate this Lease by giving Resident no less than a sixty (60) day notice to quit.
33. **Condominium.** Anything herein to the contrary notwithstanding, if during the Lease term or any renewal thereof, Owner desires to establish a condominium or cooperative regime which includes the rental unit which is the subject matter of this Lease, this Lease shall be converted to a month-to-month residency after the expiration period of such written notice by Owner to Resident as may be required by any applicable statute. If during the Lease term or any renewal thereof, Owner desires to establish a condominium or cooperative regime which includes the rental unit which is the subject matter of this Lease, and at the time of the election to establish said condominium or cooperative regime there is no applicable statute requiring notice upon conversion, upon expiration of the thirty (30) day notice period, this Lease shall be converted to month-to-month residency. All such notices shall be ineffective unless given in writing and addressed to the party to whom the notice is given.
34. **Severability.** If any provision or clause hereof is held invalid or illegal by a court of competent jurisdiction, the remaining provisions or clauses shall not be invalidated thereby; and this Lease shall be read and construed as if such invalid or illegal provision or clause had not been contained herein.
35. **Condemnation.** In the event the demised premises or any part thereof are taken by condemnation by any governmental agency or authority, this Lease shall be terminated at the option of Owner; and Resident hereby specifically waives any right to any portion of the award received as damages for the taking of the property.
36. **Context of Agreement.** Where the context requires, words in the singular shall be substituted for the plural and vice versa, and words in the masculine shall be substituted by any gender.
37. **Lease Binding on Heirs.** This Lease and all covenants, conditions, terms and provisions hereof are binding on and shall inure to the benefit of the successors and assigns of Owners and heirs, executors, administrators and, to the extent herein permitted, on assigns of Resident.
38. **Termination.** Pursuant to Section 8-203(g) of the Real Property Article of the Annotated Code of Maryland, Resident is hereby notified of his right to be present upon termination when Owner or his agent inspects the premises in order to determine if any damage was done to the premises, providing that Resident notified Owner by certified mail of his intention to move, the date of moving, and his new address. Such notice shall be furnished to Owner at least fifteen (15) days before the date of moving. Upon receipt of the notice, Owner shall



notify Resident by certified mail of the time and date when the premises are to be inspected, which date of inspection shall occur within five (5) days before or after the date of moving as designated in Resident's notice.

39. **Rent Escrow.** Owner acknowledges rent escrow as a lawful remedy of Resident under the provisions of the Prince George's County Landlord and Tenant Ordinance. Owner acknowledges the rent escrow provisions of S13-148 and S13-173 of the P. G. County Code, as a lawful Tenant remedy.
40. **Law.** It is the intent of the parties hereto that all questions with respect to the construction of this Lease Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the provisions of the laws of the State of Maryland.
41. **Notices.** All notices authorized or required by the terms of this Lease Agreement shall be in writing and shall be given by regular mail, postage prepaid, to Resident at the apartment address hereinabove provided, or to Owner at the address where rent is paid, and such notice shall be deemed to have been actually given on the date postmarked by the United States Post Office. Such written notices to Resident may alternatively be given by Owner to Resident by hand delivery to Resident, by leaving a copy within the premises, or by securely posting such written notice upon the outside entrance door of Resident's apartment.
42. **Entire Agreement.** EXCEPT FOR RULES AND REGULATIONS WHICH OWNER MAY ADOPT HEREAFTER AND MAKE KNOWN TO RESIDENT, AND WHICH RESIDENT COVENANTED AND AGREED TO OBSERVE, THIS LEASE AGREEMENT AND THE ATTACHMENTS HERETO CONTAIN THE FINAL AND ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND NO PARTY TO THE LEASE AGREEMENT SHALL BE BOUND BY ANY TERM, CONDITION, COVENANT, WARRANTY, REPRESENTATION, STATEMENT, ASSURANCE, OR AGREEMENT, ORAL OR WRITTEN, NOT SET FORTH HEREIN.
43. **Execution.** This Lease Agreement and the attachments hereto have been executed in duplicate and Resident acknowledges that a copy thereof and the attachments were delivered to him at the time that the Lease was fully executed.
44. **Retaliatory Eviction.** Owner agrees not to evict Resident or otherwise take any retaliatory action against Resident for the exercise of any legal remedy or activity that Resident may initiate or participate in. Such remedies and activities shall include, but not be limited to, participation in tenants' organizations and associations, testifying at public hearings on Owner and Resident problems, or filing complaints with the Director of the Landlord-Tenant Commission or other county departments, agencies, boards or commissions.
45. **Manual.** Resident hereby acknowledges receipt from Landlord, a copy of the Landlord-Tenant manual published by the Prince George's County Landlord-Tenant Commission.

**GENERAL:**

46. Owner and Resident acknowledge that, at all times during the tenancy herein created, they and each of them will comply with all applicable Federal, State, County or local and municipal statutes, codes, regulations, or ordinances governing the use, maintenance, construction, or appearance of the leased premises and the property of which it is a part, as may be applicable to such party, and/or as may be required or agreed to by the terms of this Lease Agreement.